

**Elementary Teachers' Association of West Chicago
Comprehensive and Final Settlement Offer to the District 33 Board of Education
December 10, 2012**

With an understanding of the financial difficulties facing the State of Illinois and the limits of district finances, the teachers of School District 33, through our union, the Elementary Teachers' Association of West Chicago (ETAWC) have developed the proposals included in this comprehensive settlement offer in a good-faith effort to meet the needs of the students, school district, parents, community members and professional teachers. We are proud to be part of a school district that is recognized for its diversity, dedicated staff and commitment to the community of West Chicago.

Our goal in these negotiations has been to maintain the kind of professional climate that attracts and retains quality teachers who make West Chicago a "destination district" for their entire teaching careers. We want the most highly-trained and qualified teachers possible, because our students and community deserve no less than that.

We also believe that parents, teachers and school board members have a responsibility to model behaviors and values we strive to instill in our students, and cooperation and compromise are among the most important of these.

It was in this spirit that the ETAWC team repeatedly met with the school board team over the past 15 months, hoping that through conversation and compromise, an agreement could be reached. Sadly, after fifteen months of negotiations, which have included numerous sessions with a federal mediator, ETAWC and the District 33 school board have been unable to reach an agreement on a new contract. Many of these bargaining sessions have been unproductive largely due to the school board's unwillingness to compromise.

In contrast, ETAWC has carefully listened and given serious consideration to the concerns identified by the school board. And, in the spirit of cooperation, we have made substantive movement in our proposals, offering economic concessions that would provide significant long-term cost savings to the district in the areas of salary and retirement, which the school board identified as two of its top priorities.

In addition to offering these significant concessions in negotiations, and in spite of working without a contract since the beginning of this school year, the teachers of District 33 have struggled to maintain the best possible learning environment for our students. We have done so under increasingly challenging working conditions, including the following:

- Increased class sizes and a decrease in classroom aides
- Decreased Reading Specialists
- Decreased Gifted and Talented Programming
- Decreased Special Education Support Staff
- Decreased Librarian Services in each school

- Routinely being taken out of the classroom for required training in which we have little input
- Additional meetings during student contact time
- Increased workload due to Common Core Standards

We continue to work to meet the needs of our students and the community, and remain willing to compromise. We are committed to negotiate in good faith to reach agreement with the school board on a contract that is fair to students, community members, and teachers.

Below is a summary of the unresolved issues, followed by copies of the actual proposals as well as items that have tentatively been agreed to up to this point. If any member of the community wants additional information or has specific questions about these negotiations, we invite you to visit our website: www.wego33wecare.com

SUMMARY OF UNRESOLVED ISSUES AND PROPOSALS

ISSUE: SALARY SCHEDULE

We believe that maintaining a fair and competitive salary schedule is critical for attracting and retaining quality teachers. Currently, the top salaries of District 33 teachers are roughly competitive with those at the Community High School and the other two districts that feed into it, but are significantly lower than those of many neighboring school districts with whom District 33 must compete when seeking to hire quality teachers.

It is important to understand that the salaries included on the current schedule have not increased since the 2009-2010 school year, and that, due to the discontinuation of a salary-stipend that was built into the last contract, most district 33 teachers are currently being paid 1.75% less than they were making at the end of the last school year.

Throughout these negotiations ETAWC has made substantial movement with our proposals in regard to the salary schedule and compensation. We have carefully considered the long term impact and sustainability of our current salary schedule, and we have also looked for ways to provide long term savings for the district. Unfortunately, the school board has been unwilling to make meaningful movement and has changed its own salary proposal in ways that were largely cosmetic and minimal.

PROPOSAL:

The current contract requires 12 years of service before a teacher can reach the top salary for their level of education. The school board has proposed a new salary schedule that would essentially double that amount of time, delaying a teacher from reaching the appropriate salary until twenty-three years of service. The board proposed increasing this schedule by 0.5%, 0.5%, and 0.75% over the three years of the contract.

ETAWC instead made the concession of an alternative salary schedule that would delay teachers from reaching the top salary until eighteen years of service. The Association proposes increasing this alternative schedule by 1.25%, 1.25% and 1.25% over the three years of the contract.

RATIONALE:

- *The ETAWC salary concession would generate significant cost-savings for the district well into the future, while still providing for competitive salaries that will allow the district to attract and retain quality teachers.*
- *Given current staffing levels and scheduled retirements, the ETAWC salary proposal would actually cost the district less in the third year of the contract than in the first year.*
- *The board of education proposal unnecessarily punishes teachers by going beyond what is required to create an affordable salary schedule that will be sustainable in the future.*

ISSUE: RETIREMENT INCENTIVE

The District 33 school board – like most school boards – has recognized the long term financial value in giving their most senior, and often higher-paid, employees an incentive to retire from the district earlier than they might have anticipated. While representing an initial cost in the beginning, these retirement incentives result in long-term savings for school districts.

Consistent with retirement incentives offered in many other school districts as well as with the regulations of the Illinois teachers' pension system, the current contractual benefit involves increases of 6% in up to four years prior to an eligible teacher's retirement. This expenditure has benefited teachers by ultimately increasing their retirement annuities, and has benefited District 33 by lowering its long-term salary cost; it was a win-win arrangement.

PROPOSAL:

The school board has proposed removing the entire existing retirement incentive from the contract, along with a modest retirement insurance benefit that is unrelated to the retirement incentive (uninsured retirees receive \$150 per month towards third party health insurance expiring when the retiree becomes eligible for Medicare).

ETAWC has agreed to give up remove the current pension-based retirement incentive from the contract. We propose replacing it with a post-retirement bonus of \$700.00 per year of service to District 33, and to maintain this incentive as an ongoing feature of the contract so that the district can continue to benefit from the early retirement of its higher-paid employees.

The Board's response to this significant concession by ETAWC was to propose a one-time service stipend of \$1,000.00 per year of service in year 1 of the contract, \$800.00 per year in

year 2, and \$600.00 per year in year 3, to be paid out to teachers who retire only in one of those three years. The Board's proposed service stipend would not remain in the contract as an ongoing benefit, and would therefore not be available to all District 33 teachers nearing retirement age.

RATIONALE:

- *We believe that teachers, the school board, and the community share an interest in maintaining a retirement incentive that provides economic benefits to both teachers and district.*
- *ETAWC's concession on retirement would significantly reduce retirement costs while still rewarding teachers who have devoted their professional careers to the students of this district.*
- *The school board's proposal is penny-wise, and pound foolish; it would trade more-significant long term savings for less-significant short term savings.*
- *The school board's retirement proposal does not value dedicated, long-term teachers who make this district their professional home.*

ISSUE: HEALTH INSURANCE PREMIUMS

Throughout this entire process, the school board has refused to make any movement on its original proposal to cap its own contribution toward the cost of health insurance premiums at a particular level. This is radically different from the practice of sharing the cost of insurance increases on a negotiated percentage basis, which has been the norm in District 33 and remains so in nearly all other school districts in Illinois. Over time, these caps would shift the entire burden of health insurance premium increases onto teachers.

PROPOSAL:

The school board proposes caps on its contribution toward health insurance premiums at the following levels: Year 1- 80% of the combined hospital/dental premiums up to \$12,500.00 per year, increasing by 3% each of the next 2 years of the contract.

ETAWC rejects the board proposal, and instead proposes that teachers and the district continue to share the burden of insurance increases through a percentage-split that the parties negotiate: currently 80%/20%, which is consistent with the practice in many neighboring school districts and other employment settings.

RATIONALE:

- *We believe that it is fair and reasonable for teachers and the district to continue share the cost of insurance increases.*

- *The school board's proposal would result in an immediate and significant pay cut for the 49% of District 33 teachers whose families receive coverage through the district, placing an unnecessary burden on these teachers and their families.*
- *The school board's proposal is radical, and would bring District 33 outside of the norms of health insurance benefits provided to teachers in most Illinois school districts.*
- *We believe that continuing to provide competitive levels of health insurance benefits is a crucial part of District 33's ability to attract and retain quality teachers.*

ISSUE: Teacher Evaluation

In 2010, the Illinois legislature passed the Performance Evaluation Reform Act, which brought significant changes to the law regarding teacher evaluations. The school board has continuously sought to remove nearly all contract language relating to teacher evaluations, whether or not it was in conflict with the terms of the new law.

ETAWC's position is that while the language must be brought up to date under the terms of the new law, much of that language is still consistent with the terms of the law; this includes important provisions guaranteeing accountability and the integrity of the evaluation process, procedural rights for teachers, and what has until recently been a positive and collaborative statement of philosophy regarding the purpose of teacher evaluations.

PROPOSAL:

ETAWC has proposed changes where necessary to alter or delete only that existing language which is in conflict with the new law, as well as agreeing to additional deletions in order to compromise with the school board.

RATIONALE:

- *While provisions of the contract which are in conflict with the new law must be changed or deleted, there is no need to remove current provisions which are consistent with the law – especially those which support accountability and the integrity of the process.*
- *Maintaining procedural protections gives teachers a way to ensure that the evaluation process is followed in the true spirit of the law.*

ISSUE: Class Size

Class sizes in District 33 have been increasing while the number of classroom Aides has been reduced. While the academic achievement and growth of students continues to be the number one priority for all educators in District 33, larger class sizes negatively impact teachers' ability to meet the individual needs of their students.

PROPOSAL:

ETAWC has proposed that class sizes be capped at the following levels:

- Kindergarten through 2nd Grade: No more than 22 students per class
- Grades 3 through 5: No more than 25 students per class
- Grades 6 through 8: No more than 30 students per class

Teachers whose class size exceeds these caps will work together with District Administration to address the situation (resolutions could include the assignment of an Instructional Aide, a change of classroom composition, additional compensation, or any other solution coming out of that conversation).

RATIONALE:

- *ETAWC's proposal offers a way to address what we all recognize as a significant challenge to providing a quality education to the students of District 33.*
- *ETAWC's proposal is designed to allow District administrators the flexibility to find ways to alleviate the problem without necessarily increasing the District's costs.*
- *ETAWC's proposal would serve the specific needs of English Language Learners.*

ISSUE: Extended Work Day

ETAWC agreed in concept with a proposal first raised by the school board which would extend the teachers' work day by an additional thirty minutes. While the school board did not have a specific plan for how the additional time would be used, ETAWC's intent was to provide teachers with additional time to interact with their students and provide an alternative time for meetings required by the district during the school day which normally pull teachers out of their classrooms and away from their students.

When it became clear that the parties were not going to be able to work out the details of an extended work day in the current negotiations, the parties discussed establishing a joint committee of teachers and administrators to begin the work of developing the details of an extended work day during the term of the contract we are negotiating.

The implementation of an extended workday would impact over twelve separate areas of the

current contract. Rather than open the contract mid-term to address this single issue, ETAWC has proposed that the work of the joint committee would be brought into the next negotiations and that the extended workday be implemented as part of the next contract.

The school board first demanded the ability to implement the extended school day outside of the contract, and also proposed removing ETAWC's ability to legally-enforce the terms of the agreement over an extended school day. When ETAWC refused to agree to these specific terms, the school board withdrew its proposal and ended the discussion over implementing an extended workday. The board negotiating team later pushed for ETAWC to withdraw its own proposal regarding the extended workday.

PROPOSAL:

ETAWC maintains its proposal that a joint teacher-administration committee be formed to develop recommendations for the implementation of an extended work day for teachers. These recommendations would be brought back to the ETAWC and school board negotiating teams during the next negotiations for implementation as part of the subsequent contract.

RATIONALE:

- *The ETAWC proposal would support quality education by offering teachers the possibility of additional student contact time, as well as decrease the number of occasions on which teachers are pulled away from their classrooms to attend district-mandated meetings.*
- *The ETAWC proposal would ensure that the parties have time to develop a plan to use this additional time effectively, and making sure it directly benefits students.*
- *The ETAWC plan would allow for an extended workday to be implemented as part of a new contract, rather than requiring the parties to open the contract mid-term in order to negotiate changes to over twelve different provisions.*
- *The ETAWC proposal would provide for accountability by making the agreement over an extended workday part of the bargained agreement, and therefore legally enforceable.*

ISSUE: Encouraging Parental Involvement

We all agree that parents must be engaged and involved in order for our students to be successful, and that parental involvement is lacking in a number of our schools. While the school board has cited this as a basis to demand more non-classroom time from teachers, ETAWC believes that it is impossible to know whether the current time allotted for this purpose is adequate until we look more closely at how that time is being used, especially since many parents are not taking advantage of the time that is currently available to them.

ETAWC believes that teachers and administrators need to work together to identify the particular challenges and barriers to increasing parental involvement which may differ from

school to school. We believe that this is the first step in developing effective methods of increasing parental involvement.

PROPOSAL:

ETAWC is proposing a joint teacher-administrator committee which would examine the particular challenges and barriers to parental involvement that each school faces, and develop recommendations for appropriate and effective means of increasing parental involvement in each school.

RATIONALE:

- *Engaged and involved parents are critical to the success of our students. It is the responsibility of District 33 administrators and teachers to work together toward increasing this involvement in every one of our schools.*
- *ETAWC's proposal offers a concrete way to approach this issue.*

Additional Unresolved Issues:

Reduction In Force

ETAWC and the school board are very close to agreement on this issue, with the following differences:

- The method for resolving ties in seniority during layoff and recall
- The school board's unwillingness to continue the long-standing practice of providing ETAWC with a seniority list on an annual basis
- The school board's failure to address an incorrect reference to the Illinois School Code which has remained in its proposal in spite of being pointed out in negotiations.

Summer Insurance Benefits For Laid-Off and Non-Renewed Teachers

ETAWC has proposed that teachers who are laid off or probationary teachers who are non-renewed have the option of continuing coverage under the district health plan during the summer months, as long as they pay their share of the related premium costs.

Rationale:

- *All teachers earn benefits that extend through the summer by virtue of teaching during the school year.*
- *Teachers who are laid off or non-renewed perform the same work during the school year that other teachers perform, and we believe that cutting their insurance coverage during any part of the year amounts to the denial of a benefit they have earned.*

Elementary Teachers' Association of West Chicago
Comprehensive Settlement Proposal
(In addition to all items tentatively agreed to by the parties)

**Presented to the District 33 Board of Education
and the Illinois Educational Labor Relations Board**

December 10, 2012

ARTICLE IX

TEACHER APPRAISAL

(ETAWC agrees with the Board's proposal to strike the language in the following section)

A. Objectives of Teacher Appraisal

~~The intent of teacher appraisal is to make a continuous effort toward improving teacher effectiveness. To help achieve the desired goal, the Appraisal Process used by the West Chicago Elementary School District 33 is designed to:~~

- ~~1. stimulate self improvement~~
- ~~2. nurture student growth~~
- ~~3. develop teamwork among colleagues~~
- ~~4. promote a close cooperative working relationship between the teacher and the supervisor~~
- ~~5. cooperatively recognize examples of teaching excellence~~
- ~~6. identify areas that need improvement~~
- ~~7. plan and implement procedures for positive changes~~

B. A. Teacher Evaluation Plan

The parties agree that the teacher evaluation process will be set forth in the District's "Teacher Evaluation Plan" which will be established and maintained in accordance with this Agreement and the Illinois School Code as amended by the "Performance Evaluation Reform Act of 2010" (PERA).

C. B. Joint Evaluation Committee

A Joint Evaluation Committee will be maintained. The Joint Evaluation Committee will consist of not more than three (3) members appointed by the Board of Education and not more than three (3) members appointed by the Association. Meetings will be held periodically or upon request of either party. The Joint Evaluation Committee shall discuss ~~proposed changes and/or alterations~~ and recommend changes to the "Teacher Appraisal Plan" and this Agreement as may be necessary in accordance with the "Performance Evaluation Reform Act of 2010" (PERA). ~~The Evaluation Plan as submitted to the Illinois State Board of Education prior to October 1, 1986, will not be changed or amended without the cooperation of the Association as such may be required by law. The Teacher Evaluation Plan will not be changed or amended without the cooperation of the Association as such may be required by law.~~

D. C. Evaluation Timelines

The timelines for completing evaluations are described below.

Timelines for Non-Tenured Teachers

1. By October 15 each year, there shall be an accumulation of classroom observation time of at least one-half (½) hour followed by a conference. Any areas of immediate concern will be identified and discussed.
2. By November 30, there shall be an additional accumulation of at least one (1) hour of classroom observation, followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the evaluator and teacher acknowledging receipt thereof.

3. By March 1, there shall be an additional accumulation of at least one (1) hour of classroom observation followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the evaluator and teacher acknowledging receipt thereof.

Timelines for Part-time Non-tenured Teachers

1. Part-time non-tenured teachers shall be evaluated at least once during every school year.
- ~~2. Part-time non-tenured teachers shall receive, upon reaching their third consecutive year of employment in the District and thereafter, a minimum of one (1) evaluation per year.~~
23. By March 1, there shall be at least one (1) hour of accumulated classroom observation followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the evaluator and teacher acknowledging receipt thereof.

Timelines for Tenured Teachers

(ETAWC agrees to withdraw its proposed language in point 2 below)

1. Tenured teachers shall be evaluated at least once during every other school year, however, a tenured teacher who has obtained a “needs improvement” or “unsatisfactory” rating on the previous year’s evaluation shall be evaluated in the next school year after receiving that rating.
2. By March 1, ~~or no later than 75 days prior to the end of the school year,~~ there shall be at least one (1) hour of accumulated classroom observation followed by a conference. A written report will be prepared for and discussed at the conference. The final report shall be signed by the evaluator and teacher acknowledging receipt thereof.
3. The formal evaluation process of tenured teachers shall be completed by the principal, the teacher's immediate supervisor, or other evaluator as may be permissible by law. If an evaluator other than the teacher's building principal or immediate supervisor completes the evaluation, the teacher's building principal or immediate supervisor shall, except in an emergency, provide input into the summative evaluation of such teacher. The teacher shall be furnished with a copy of such evaluation and shall acknowledge its receipt. The teacher may respond to such evaluation and such response shall be filed with the evaluation.
4. *An individualized professional development plan directed at identified needs and including district supports will be developed within thirty days of a tenured teacher receiving a summative rating of “needs improvement.” Tenured teachers rated “needs improvement” must also receive a written evaluation at least once during the subsequent school year*

E. D. Modification of Timelines

1. Consistent with PERA a ~~first year~~ principal may adjust the timelines set forth above and evaluate any teachers during the principal’s first year in a building.
2. The parties agree that during the life of this Agreement if any legislative changes arise or regulatory guidance is issued which conflicts with the timelines stated in Article IX, ~~C-D,~~ that the timelines will be modified to ensure consistency with applicable legislative and regulatory provisions.

F. E. Complaints and Informal Observations

1. Complaints, deemed by the principal to be significant enough to effect subsequent formal appraisal, shall be directed to the teacher by the principal or immediate supervisor as promptly as feasible. Complaints directed to the Superintendent's office will be channeled back to the building principal or immediate supervisor.
2. Any informal observations or complaints which are to be used for teacher appraisal or otherwise made a part of the teacher's record shall be completed in writing and discussed with the teacher and placed in the teacher's personnel file. A copy shall be given to the teacher who shall acknowledge the same.
3. Upon the teacher's request, a conference will be held concerning any complaint or informal observation. If the teacher notifies the immediate supervisor, the complainant will be encouraged to and may be present. If, as a consequence of such complaint, the teacher shall be subject to a disciplinary conference involving loss of salary and other benefits, the teacher may be accompanied by or with a representative.

(ETAWC agrees with the Board's proposal to strike the language in the following section)

G. Announcement of Visitation

~~In light of the stated philosophy, teacher appraisal visitation will be continuous and ongoing and may, therefore, be unannounced. This does not preclude the opportunity for a teacher to request additional announced appraisal visitations.~~

G. F. Shared Teachers

Shared teachers are expected to perform their duties in an acceptable manner in all of their assigned buildings. Each shared teacher will be evaluated by ~~the principal or supervisor~~ **a qualified evaluator familiar with that teacher's assignment and work.** If the evaluations are not conducted by the teacher's supervisor, separate appraisals including conferences and reports will be done by the administrator in charge of each building to which the teacher is assigned. However, by agreement among the teacher, principal(s), and/or supervisor(s) involved, the number of separate appraisals may be fewer.

H. G. Teacher Rights

1. A copy of the informal and the formal teacher appraisal instruments typically used shall be provided to each teacher at or reasonably following the commencement of the school year, upon employment, and promptly following any amendment or change of such teacher appraisal instruments.
2. A copy of each proposed formal written evaluation shall be made available to the teacher at least 24 hours prior to the conference.
3. Teachers will be furnished a copy of any evaluative material, which is to be placed in their personnel file prior to such placement. The file copy shall be signed by the originator and the teacher. Such signature by the teacher indicates compliance with this provision and does not indicate agreement with the content of the material.
4. Teachers have the right to attach comments to any material placed in their file. The teacher must submit such comments as promptly as feasible after receipt of the basic material. The basic material shall have a notation added stating that the teacher comments are attached.

5. Teachers can inspect their file at any time during normal business hours by prior arrangement. An employee of the Board may be present during the review. This sub-section shall not be applicable to recommendation or comments from other employers or institutions.

I. H. Procedures for Teachers

1. Teachers are encouraged to maintain an ongoing, informal dialogue with the Administration regarding professional concerns.
2. Teachers may and should make comments on each category of evaluation as provided in the Evaluation Plan. Teachers may respond to the administrator's comments or add information supplementing the administrator's observations as provided in Section ~~II~~, above.

J. I. Procedures for Administrators

(ETAWC agrees with the Board's proposal to strike the following subsection)

- ~~1. As part of the formal evaluation, an administrator may make comments on each category of the evaluation instrument and will compile a summary statement. Comments by the administrator will seek to specifically describe the teacher's strengths and weaknesses.~~
- ~~2.~~ 1. It is recognized that it is desirable for an administrator, where feasible, to observe a variety of subjects, classroom situations, and classes being taught by the teacher. This will typically include seeking to schedule observations at various times of the day. Length and date of observations will be recorded on the Record of Observations.
- ~~3.~~ 2. The administrator will seek to apprise the teacher as promptly as feasible of any ~~minor~~ problems and ways to correct these problems. Such ~~evaluation~~ discussions may be informal and/or verbal and will not necessarily be reported as part of the formal evaluation.
- ~~4.~~ 3. Administrators having input into the evaluation of a shared teacher will put in writing all evaluative statements that are to be used in the formal evaluation. Copies of such statements shall be furnished to the teacher.

(ETAWC agrees to withdraw its proposed language in point 4 below)

- ~~5.~~ 4. As ~~required by law and~~ is the typical practice in matters pertaining to personnel, the contents of the evaluation instrument, including the summative rating of the teacher, will be held in confidence.
- ~~6.~~ 5. All administrators' statements written in the evaluation instrument will be based on direct observations made by ~~or otherwise explained by a qualified administrator~~ the qualified evaluator.

K. J. Procedures for Consulting Teachers

(ETAWC agrees with the Board's proposal to strike the following subsections as indicated)

1. ~~At the annual teacher-administrator evaluation conference, the administrator will ask each teacher who meets the specifications for being a consulting teacher if the teacher would be willing to be a consulting teacher if the need arises. The qualifications for a consulting teacher shall be as required by law.~~
1. ~~Nothing herein with respect to consulting teachers shall apply to a consulting teacher appointed by the State Board of Education.~~ (moved from #6 in Remediating Plan)
2. ~~Each administrator will compile a list of qualified teachers, as determined by the Illinois School Code, willing to consult and will forward the list to the Superintendent and to the President(s) of the Association as soon after April 1 as feasible.~~
3. ~~To the extent possible, names of potential consulting teachers, as well as the names of remediating teachers, will be held in strictest confidence by all members of the administration and by the President(s) of the Teachers' Association, as required by law and as is the normal practice in matters pertaining to personnel.~~
4. ~~To choose a consulting teacher, the President(s) of the Association will prepare a list of possible candidates, as will the Superintendent. Teachers on such lists will have a reasonable familiarity with the assignment of the teacher under remediation. From these lists, the remediating teacher and the evaluating administrator will choose the consulting teacher's consent.~~
5. 1. The consulting teacher will enter into the consulting relationship after receiving training and for an amount of extra duty pay equal to .1 of the base salary (Step 1, BA column of current salary schedule) unless such amount is rejected by the administration, the consulting teacher, or the Association, in which case an alternative amount shall be agreed to.
6. ~~The consulting/remediating teacher relationship may be terminated at any point by the consulting teacher or by the evaluating administrator with the mutual agreement of one of the teachers. The relationship may be terminated within the first 30 days of the process by the remediating teacher provided a replacement consulting teacher can be found.~~
7. ~~2. The consulting teacher's extra-duty pay will be pro-rated per diem to the date of the termination of the relationship. However, the remediation process will continue along mandated timelines irrespective of changes in the consulting/remediating teacher relationship.~~
8. ~~If the consulting teacher becomes unavailable, or if the relationship is terminated during the course of a remediation plan, a new consulting teacher will be selected in the same manner as the initial consulting teacher.~~
9. ~~The consulting teacher will not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher under remediation.~~

5. Non Tenured Teachers

Nothing herein shall imply that requirements of the Evaluation Plan extend to non tenured teachers, provided the same instrument utilized for the formal evaluation of the tenured teachers (except for the summative rating by the evaluator) shall be utilized for the formal evaluation of non tenured teachers.

L. K. Remediation Plan

- 1.** Anything in the Evaluation Plan to the contrary notwithstanding any remediation plan shall be implemented as required by law. Otherwise, remediation plans shall be implemented according to the Evaluation Plan.
- 2.** *Any teacher on remediation shall receive a mid-point evaluation as well as a final evaluation at the end of the ninety (90) day remediation period. The final evaluation will include an overall evaluation rating of the teacher's performance during the remediation period.*
- 3.** *Written copies of both evaluations during the remediation process shall be issued to and discussed with the teacher within ten (10) days. Such evaluations shall identify any deficiencies in performance and recommendations for corrections.*

M. L. Evaluations

~~Building principals and/or immediate supervisors~~ **Evaluators** will personally type and/or hand write the formal evaluation form(s) of the teachers they are evaluating.

Article XI

REDUCTION OF PERSONNEL

A. Procedures

If removal or dismissal occurs as a result of a decision by the Board to decrease the number of teachers employed or to discontinue some particular teaching service, dismissal and recall will be in accordance with Section 24-12, and any other applicable sections of the Illinois School Code. Written notice will be given to teachers no later than forty-five (45) days before the end of the school term. As required by law (and as may otherwise be applicable), the following definition of seniority will be used:

~~If removal or dismissal results from a decision of the Board to decrease the number of teachers on contractual continued service employed by the Board, or from discontinuance of some particular type of teaching service, written notice shall be given the teacher on contractual continued service by certified mail at least sixty (60) days **forty-five (45) days** before the end of the school term together with a statement of honorable dismissal and the reason therefore. In all cases the Board shall first remove or dismiss all teachers who have not entered upon contractual continued service (tenure) before removing or dismissing any teacher who has entered upon contractual continued service and who is legally certificated as defined by Illinois School Code to hold a position currently held by a teacher not yet on contractual continued service.~~

In any case should such staff reductions be made, they shall be in accordance with Section 24-12 (and such other sections as may be applicable) of The School Code.

B. Seniority Definition:

As required by law (and as may otherwise be applicable), the following definition of seniority will be used:

1. Seniority (length of continuing service) means the period of continuous employment with the District in a position, which is within the bargaining unit (as defined in Article I herein). Part-time service shall be pro-rated.
2. Non-paid leave of absence, when it interrupts or is continuous to full-time employment status, shall not constitute a break in service for seniority purposes, but time spent in such status will not be counted toward seniority.
3. If two or more employees otherwise have equal seniority and one or more is to be honorably dismissed, seniority order shall be determined by, in order:
 - a. highest earned degree
 - b. most credit hours beyond the degree
 - c. total teaching experience
 - d. performance rating within Group 3**
 - ~~de.~~ decision of the Superintendent

C. Recall Rights

Any ~~tenured~~ employee falling within statutory RIF groups ~~two (2)~~ three (3) through four (4), whose active employment has been terminated due to an honorable dismissal shall have recall rights ~~as follows~~ **in accordance with Section 24-12 of The School Code.**

1. If the Board prior to the onset of the second school term following an honorable dismissal employs additional teachers, such position(s) shall first be tendered to the ~~tenured~~ teacher(s) honorably dismissed within such period in the reverse order of their dismissal(s).
2. Seniority, accumulated sick leave, and salary schedule position will be retained until recall.
3. Notice of recall shall be sent to the teacher by certified mail (return receipt requested) to the last address submitted to the Board by the teacher. Failure of the teacher to affirmatively respond to such notice within seven (7) calendar days of its receipt or within ten (10) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this Article.

D. Seniority/RIF Lists

The Board shall furnish the Association with a seniority list no later than February 1 of each year. This list shall be posted in every building by the principal or designee.

The Board shall furnish the Association with a RIF-sequence of Honorable dismissal list, including groupings and criteria for placement of individual teachers, no later than seventy-five (75) days prior to the end of each school year.

(ETAWC agrees with the Board's proposal to strike Sections E. and F.)

E. Effect on Affirmative Action

~~It is expressly agreed that this Article will not be interpreted or applied so as to impair the operation of any affirmative action program of the employer.~~

F. Cooperation with ROE

~~If the Superintendent of the Regional Office of Education in which the District is located shall officially create or sanction a clearinghouse for tenured teachers who have been honorably dismissed, the Board may cooperate with such program by providing information on teachers honorably dismissed by the Board, and by considering, where appropriate, candidates for positions made known by such clearinghouse if such are fully certified and qualified.~~

GE. Joint Committee

1. **A Joint committee made up of three (3) Association representatives as appointed by the association, and three (3) representatives appointed by the District, will meet, in accordance with Section 24-12 and all other applicable Sections of the School Code, before February 1 on any year in which the parties desire to make adjustments to the process for Reductions In Force.**

(ETAWC agrees with the Board proposal to strike the following language from the ETAWC proposal)

- ~~2. **The RIF Joint Committee will also meet, within two (2) weeks of notification of any discrepancies or inaccuracies in the district RIF list, in order to investigate, and, if necessary, correct the discrepancies or inaccuracies.**~~

3. *In the event that the joint committee meets during regular working hours, Association representatives shall not suffer any loss of pay or benefits for time spent doing joint committee work.*

ETAWC's Comprehensive Package Proposal

ARTICLE XIV

FRINGE BENEFITS

(ETAWC proposes maintaining the current language, with the two changes as indicated in A. 3. (a) and (b) below)

A. Hospital Insurance

1. A hospitalization program shall be provided with comprehensive medical/surgical and major medical coverage as were in effect during the last previous Agreement, except as improved or changed as listed in Appendix D. The parties agree to work together in an effort to implement an Illinois standard health plan as soon as practicable.
2. The Board shall continue to provide full paid single/family dental insurance with benefits no less than those of the plan in effect during the last previous Agreement
3. Effective 2008-2009, for all participating teachers, the Board of Education will pay 80% of the premiums.
 - (a) In the event two (2) employees are married or partners in a civil union as evidenced by a marriage or civil union certificate (TA 1/9/12) and would qualify for one (1) family insurance plan, the employee with the earlier calendar year birth date (*e.g.*, January precedes March) will be considered the named insured. The spouse will be covered under the family plan of the named insured. In such event, the Board shall pay 100% of the family premium.
 - (b) If one of the spouses or partners in a civil union (TA 1/9/12) shall leave the employ of the Board, or the marital relationship terminate, the remaining employed spouse shall be eligible to continue in the insurance plan without recommencing the contribution schedule herein and at the premium sharing rate currently in effect.

B. Life Insurance

The Board will provide each full-time teacher a \$20,000 term life insurance policy. For teachers employed less than full-time, the amount of the term life insurance shall be adjusted pro-rata, provided such coverage is available through the insurance carrier.

C. Dental Insurance

The Board shall continue to provide full paid single/family dental insurance with benefits no less than those of the plan in effect during the last previous Agreement.

D. Section 125 Plan

The Board will make available a Section 125 Plan to teachers. The participants in the Plan shall bear all the individual (service) costs thereof.

E. Payment to Teachers' Retirement System

The Board shall remit for each teacher the required amount due for each teacher, pursuant to and from the Salary Schedules of this Agreement, to the Illinois Teachers' Retirement System. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the fund so remitted except as they may subsequently become available from the Illinois Teachers' Retirement System.

F. Part-Time Pro-ration

All benefits provided herein shall be pro-rated as to part-time teachers based upon the proportion of their service to full-time.

ETAWC's Comprehensive Package Proposal

Article IV

Working Conditions

C. Internal Substitution:

The Board acknowledges the desirability of typically providing substitutes for absent teachers if such substitutes are available. If a teacher shall be required to supervise the class of another teacher during what otherwise would be a planning/preparation period, or volunteers to work during a duty-free lunch period, the teacher shall be compensated at the rate found in Appendix C. ~~No teacher shall be required to serve as an internal substitute more than once a semester quarter due to the lack of availability of a regular qualified substitute.~~ Internal substitution assignments shall be rotated among all available qualified staff.

M. Class Size:

To provide the highest quality educational setting, it is the intent of the Board of Education to provide class sizes that do not exceed the following:

K- 2: 22 students

Grades 2-5: 25 students

Grades 6-8: 30 students

Any teacher, who is assigned to a class that exceeds the above number, will work together with Administration to resolve the overload. Examples of remedies may include, but are not limited to, instructional aide, additional compensation, or change of classroom composition.

Article VII

Leaves of Absences and Job Sharing

(ETAWC agrees to withdraw its proposal for teachers to receive an additional personal leave day)

B 4. Personal Business Leave

- a. Each full-time teacher shall be granted ~~two (2)~~ three (3) personal leave days per school year for business, which cannot be conducted during non-school hours, or for severe conditions, which prevent the teacher from reporting for work. Teachers shall not be obliged to disclose the nature of the details of the personal business involved in the leave, but shall advise their supervisor(s) that such leave is for necessary business pursuant to the standard set forth in the preceding sentence.

ARTICLE VIII

RETIREMENT

(ETAWC agrees to eliminate the current retirement incentive for teachers who submit their notice of intent to retire after September 1, 2011.)

A. Retirements Announced September 1, 2011 and Earlier

For teachers who submitted their intent to retire on or before September 1, 2011, the District will **continue to** provide to its teachers a retirement incentive that will include and be subject to the following provisions:

1. To be eligible:

The teacher shall have a minimum of nineteen (19) years of creditable full-time service in the West Chicago School District by the intended date of retirement; and

The teacher must be eligible to retire under the Illinois Teachers Retirement System (TRS) rules and regulations and receive an immediate retirement benefit. No teacher may participate in this program unless they will have sufficient service credit and/or age credit with TRS by the intended date of retirement to exempt the District from the payment of any contribution, penalty or other additional amount to TRS. Teachers participating in the State Early Retirement Option (ERO) are not eligible for this contractual incentive. Additionally, no teacher may participate in this program if the District would or is determined to owe, in connection with said teacher, any payment or penalty to TRS under any other law, regulation or applicable rule; and

The teacher shall submit an irrevocable notice of retirement by September 1 of the first year in which he/she will receive retirement incentive benefits. For the 2008-2009 school year only, this date shall be extended to December 15, 2008.

2. If approved:

The teacher shall be removed from the salary schedule and extra duty pay schedule; and in lieu of compensation on the salary and extra duty schedules, the teacher will be compensated as follows:

The teacher shall receive a six percent (6%) increase in his/her total creditable earnings, over the prior year's total creditable earnings for each year of notice up to a maximum of four (4) years, excluding earnings that are expressly exempt under state law from the 6% calculation. For example, a teacher who gives a four-year notice of retirement shall receive increases of 6% in his/her total creditable earnings for each year of his/her final four years of service at the District; a teacher who gives a three-year notice shall receive the increase for each of his/her final three years, etc; and

The teacher shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher. The Board will not remove a teacher from an extra duty assignment solely to reduce the teacher's creditable earnings. However, in the event that the Board eliminates an extra duty position, the parties will agree on a mutually acceptable substitute assignment; and Notwithstanding any other provisions of this agreement or otherwise, a teacher approved for the retirement incentive shall not receive more than a six percent (6%) total increase in his/her creditable earnings in any years during his/her participation in the retirement incentive, excluding earnings that are expressly exempt under state law from the 6% calculation; and

The teacher shall execute the Retirement Award Agreement negotiated by the parties (See Appendix E).

3. Restrictions/Limitations:

If approved, a teacher will not be assigned any additional extra duties or TRS reportable duties without his/her consent; and

A teacher who commences participation in this benefit, but does not comply with or satisfy the provisions herein, including but not limited to completion of his/her remaining years of service following notice of retirement, shall reimburse the District for any increased salary benefit granted under this provision over and above what the teacher otherwise would have received had he/she not given a notice of retirement, including tax and pension withholdings. Repayments shall be made in full by June 30 of the school year in which the teacher ceased participation in this benefit. However, an employee leaving the District prior to his/her announced retirement year shall not be responsible for such reimbursement so long as they do so without triggering any additional penalty or cost for the District.

If a teacher is unexpectedly forced to utilize sick leave that was otherwise anticipated to be submitted to TRS for service credit, and the use of that sick leave causes the teacher to have less service credit than necessary to qualify for an immediate, non-discounted retirement benefit at the original intended date of retirement, the Board may, in its discretion, allow that teacher to rescind and/or extend his/her notice of retirement and return to work in the District. An employee extending his/her notice of retirement shall reimburse the District as stated above for any year(s) he/she received benefits under this Article in excess of four (4) years prior to the new retirement date.

If a teacher is allowed by the Board to rescind his/her notice of retirement and return to work in the District, the teacher shall be placed back on the salary schedule in the cell he/she would currently occupy had no retirement notice been given.

B. Retirement

(ETAWC agrees to reduce its proposed retirement stipend amount from \$800 to \$700 per year of service to District 33)

Beginning in the 2012-13 school year and continuing thereafter, the Board of Education shall pay each eligible retiree a post-retirement service stipend of ~~\$800.00~~ \$700.00 for each year of full-time service to District 33. The teacher may elect to receive this benefit as a one-time payment in September, or two equal payments in September and January, following the teacher's final day of employment with District 33. This benefit will not be available to a teacher who is already receiving the 6% retirement incentive, or who elects ERO.

B.C. Other Statutory Retirement Programs

A teacher who qualifies therefore may participate in any other statutory retirement program which may be adopted by the Illinois General Assembly to the extent permitted by law, whether now known or unknown, provided any increase in the financial contribution currently mandated of the Board by law as a consequence of such retirement shall be credited against its obligations under the sections of this Article.

C.D. Insurance Plan Participation

1. Teachers who terminate their service with the Board and retire from teaching may, at their option, continue in the group health and/or dental insurance plans provided by the Board in accordance with the Board's obligations under COBRA and any other applicable statutes. However, if the retiring teacher chooses to receive the employer insurance contribution described in subsection VIII ~~C D~~ **A, B, & C** below, the retiring teacher shall waive such COBRA conversion rights. In no event shall a retiring teacher remain a part of the District's group plan, except as required by law.
2. Teachers eligible for enhanced stipends and/or benefits as described in Article VIII ~~A & B~~ **A, B, & C** and who are not covered by or entitled to be covered by another employer's medical insurance program or a Federal medical insurance program, toward which the teacher has not theretofore contributed, shall be entitled to Board reimbursement of up to \$150.00 of the retiree's monthly health insurance premiums for any third party insurance plan upon proof of the retiree's payment of such health and dental insurance

premiums. Proof of payment must be submitted at least annually and no reimbursement payments will be made for costs incurred more than 12 months prior to the date on which the teacher submits his/her proof of payments to the District. Eligibility is established at the time of retirement, and this section may be accessed at any future date after that point on a prospective basis only (i.e., no retroactive payments will be made for costs incurred prior to the date on which the teacher notified the District of his/her participation in this benefit). The premium reimbursement by the Board shall cease upon the death of the retiree.

ETAWC's Comprehensive Package Proposal

Article XIII

F. Movement on Salary Schedule

A teacher must submit an official college document **transcript** for approved coursework prior to September 30 to receive credit on the salary schedule for the entire school year. **Any new degrees must be posted on the transcript and must indicate the date the degree was awarded.**

ETAWC's Comprehensive Package Proposal

ETAWC Salary Schedule Proposal for the 2012-2013, 2013-2014, and 2014-2015 school years

(Note: employees' initial placement onto the schedule will occur on the cell that represents the amount closest to, but not less than, each employee's current salary.)

		Base Increase					1.25%		Year 1				
		BA	BA + 8	BA + 16	BA + 24	BA + 32	MA	MA + 8	MA + 16	MA + 24	MA + 32	MA + 40	MA + 48
A	1	38,952	40,276	41,647	43,061	44,526	46,041	47,650	49,317	51,046	52,830		
B	2	40,081	41,444	42,855	44,396	45,906	47,607	49,246	50,920	52,680	54,495		
C	3	41,244	42,646	44,098	45,772	47,329	49,225	50,896	52,575	54,366	56,211		
D	4	42,440	43,883	45,377	47,191	48,797	50,899	52,601	54,283	56,105	57,982		
E	5	43,671	45,155	46,693	48,654	50,309	52,629	54,363	56,048	57,901	59,808		
F	6	44,937	46,465	48,047	50,163	51,869	54,419	56,184	57,869	59,754	61,692		
G	7	46,240	47,812	49,440	51,718	53,477	56,269	58,066	59,750	61,666	63,636		
H	8	47,581	49,199	50,874	53,321	55,134	58,182	60,012	61,692	63,639	65,640		
I	9	48,961	50,626	52,349	54,974	56,844	60,160	62,022	63,697	65,675	67,708		
J	10	50,381	52,094	53,867	56,678	58,606	62,206	64,100	65,767	67,777	69,841		
K	11	51,842	53,605	55,430	58,435	60,423	64,321	66,247	67,904	69,946	72,040		
L	12	53,345	55,159	57,037	60,247	62,296	66,508	68,466	70,111	72,184	74,310		
M	13	54,892	56,759	58,691	62,114	64,227	68,769	70,760	72,390	74,494	76,651		
N	14	56,484	58,405	60,393	64,040	66,218	71,107	73,130	74,742	76,878	79,065		
O	15	58,122	60,099	62,145	66,025	68,271	73,525	75,580	77,172	79,338	81,556		
P	16	59,140	61,150	63,232	68,072	70,387	76,025	78,112	79,680	81,877	84,125	88,783	91,891
Q	17				70,182	72,569	78,609	80,729	82,269	84,497	86,774	91,580	94,786
R	18				71,410	73,839	79,985	82,142	83,709	85,976	88,293	93,182	96,444

		Base Increase					1.25%							Year 2	
		BA	BA + 8	BA + 16	BA + 24	BA + 32	MA	MA + 8	MA + 16	MA + 24	MA + 32	MA + 40	MA + 48		
A	1	39,439	40,780	42,168	43,600	45,082	46,617	48,245	49,933	51,685	53,491				
B	2	40,583	41,962	43,391	44,951	46,480	48,202	49,862	51,556	53,338	55,176				
C	3	41,759	43,179	44,649	46,345	47,921	49,840	51,532	53,232	55,045	56,914				
D	4	42,970	44,431	45,944	47,781	49,406	51,535	53,258	54,962	56,807	58,707				
E	5	44,217	45,720	47,276	49,263	50,938	53,287	55,043	56,748	58,625	60,556				
F	6	45,499	47,046	48,647	50,790	52,517	55,099	56,886	58,592	60,501	62,463				
G	7	46,818	48,410	50,058	52,364	54,145	56,972	58,792	60,497	62,437	64,431				
H	8	48,176	49,814	51,510	53,987	55,824	58,909	60,762	62,463	64,434	66,461				
I	9	49,573	51,259	53,004	55,661	57,554	60,912	62,797	64,493	66,496	68,554				
J	10	51,011	52,745	54,541	57,387	59,338	62,983	64,901	66,589	68,624	70,714				
K	11	52,490	54,275	56,122	59,166	61,178	65,125	67,075	68,753	70,820	72,941				
L	12	54,012	55,849	57,750	61,000	63,074	67,339	69,322	70,988	73,087	75,239				
M	13	55,579	57,468	59,425	62,891	65,030	69,629	71,644	73,295	75,425	77,609				
N	14	57,190	59,135	61,148	64,840	67,046	71,996	74,044	75,677	77,839	80,053				
O	15	58,849	60,850	62,921	66,850	69,124	74,444	76,525	78,136	80,330	82,575				
P	16	59,879	61,915	64,022	68,923	71,267	76,975	79,089	80,676	82,900	85,176	89,893	93,040		
Q	17				71,059	73,476	79,592	81,738	83,298	85,553	87,859	92,725	95,970		
R	18				72,303	74,762	80,985	83,168	84,755	87,050	89,397	94,347	97,650		

		Base Increase		1.25%						Year			
										3			
		BA	BA + 8	BA + 16	BA + 24	BA + 32	MA	MA + 8	MA + 16	MA + 24	MA + 32	MA + 40	MA + 48
A	1	39,932	41,289	42,695	44,145	45,646	47,199	48,849	50,558	52,331	54,159		
B	2	41,090	42,487	43,933	45,513	47,061	48,804	50,485	52,201	54,005	55,865		
C	3	42,281	43,719	45,207	46,924	48,520	50,463	52,176	53,897	55,733	57,625		
D	4	43,508	44,987	46,518	48,379	50,024	52,179	53,924	55,649	57,517	59,440		
E	5	44,769	46,291	47,867	49,878	51,575	53,953	55,731	57,458	59,357	61,313		
F	6	46,068	47,634	49,255	51,425	53,174	55,788	57,598	59,325	61,257	63,244		
G	7	47,404	49,015	50,684	53,019	54,822	57,685	59,527	61,253	63,217	65,236		
H	8	48,778	50,437	52,154	54,662	56,521	59,646	61,521	63,244	65,240	67,291		
I	9	50,193	51,899	53,666	56,357	58,274	61,674	63,582	65,299	67,328	69,411		
J	10	51,648	53,404	55,222	58,104	60,080	63,771	65,712	67,421	69,482	71,597		
K	11	53,146	54,953	56,824	59,905	61,943	65,939	67,914	69,612	71,706	73,853		
L	12	54,687	56,547	58,472	61,762	63,863	68,181	70,189	71,875	74,000	76,179		
M	13	56,273	58,187	60,168	63,677	65,843	70,499	72,540	74,211	76,368	78,579		
N	14	57,905	59,874	61,912	65,651	67,884	72,896	74,970	76,623	78,812	81,054		
O	15	59,585	61,610	63,708	67,686	69,988	75,374	77,482	79,113	81,334	83,607		
P	16	60,627	62,689	64,823	69,784	72,158	77,937	80,077	81,684	83,937	86,241	91,017	94,203
Q	17				71,948	74,395	80,587	82,760	84,339	86,623	88,957	93,884	97,170
R	18				73,207	75,697	81,997	84,208	85,815	88,138	90,514	95,527	98,870

MEMORANDA OF UNDERSTANDING

(ETAWC agrees with the extended work day memorandum initially proposed by the Board, with the following additions and deletions)

Memorandum of Understanding Regarding Extended Day

Between the District 33 Board of Education

and

Elementary Teachers Association of West Chicago

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2012, between the Board of Education of West Chicago Elementary School District #33, County of DuPage, State of Illinois ("Board") and the Elementary Teachers' Association of West Chicago, IEA-NEA ("ETAWC") regarding the establishment of a committee to prepare a recommended proposal to extend the school day for the Board's parties' review.

The Board and the ETAWC agree as follows:

I. School Day Committee

During negotiations for a successor to the 2008-2012 Collective Bargaining Agreement ("CBA") between the parties, the Board introduced a proposal to extend the school day by thirty (30) minutes.

Due to the myriad of contractual issues related to implementation of such a proposal, the Board and the ETAWC ~~have mutually agreed to~~ shall establish a School Day Committee ("SDC") to review, study, consider, and make recommendations to the Board parties regarding extending the school day ~~beginning with the 2015-2016 school year~~ as part of the successor to the 2012-2015 Agreement.

The SDC will be comprised of ~~an equal number of representatives of the Board and members of the ETAWC, not to exceed six people total~~ three representatives chosen by the Board and three representatives chosen by ETAWC. However, the Superintendent and the President of the ETAWC, or their respective designees, must be members of the SDC. Once the SDC has been established, it shall meet and/or report its progress to the Board and ETAWC on a regular basis.

II. Recommendation Report

The SDC will make a good faith effort to prepare a Recommendation Report for the Board's bargaining team and the ETAWC bargaining team in time for the commencement of the successor bargaining process to replace the 2012-2015 CBA. ~~If the members of the SDC disagree on the proposal, both the Board representatives' and ETAWC members' proposals will be provided to the bargaining teams for consideration~~ If the SDC is unable to reach consensus on a recommendation within that

timeline, either party's negotiating team may choose to make its own proposal regarding the issue.

III. Implementation of Proposal Extending the School Day

Once a recommendation is issued by the SDC, the Board and ETAWC reserve the right to approve the recommendation. If so mutually approved, the Board will implement the extended school day beginning with the 2015-2016 school year. **The SDC recommendation, once approved by the Board and ETAWC negotiating teams as a Tentative Agreement, will be implemented as part of the successor to the 2012-2015 Agreement.**

Notwithstanding this proposed timeline for review and implementation, in the event that the SDC prepares the Recommendation Report prior to the expiration of the 2012-2015 CBA, and the proposal can feasibly be implemented prior to the 2015-2016 school year, the Board and ETWAC reserve the right to review and implement the proposal during the term of the 2012-2015 CBA.

IV. Grievance Procedure Inapplicable

The Board and the ETAWC acknowledge and agree that the terms of this MOU are not subject to the grievance procedure set forth under the CBA.

Board of Education
West Chicago Elementary
School District #33

Elementary Teachers' Association of
West Chicago

By: _____
Its President

By: _____
Its President

Date: _____

Date: _____

Memorandum of Understanding Regarding Summer Insurance Benefits

Between the District 33 Board of Education

and

Elementary Teachers Association of West Chicago

The parties agree that the following terms will apply to a teacher honorably dismissed in accordance with Section 24-12 of the Illinois School Code, or a probationary teacher who is non-renewed in accordance with Section 24-11 of the Illinois School Code:

1. A teacher falling into one of the above categories will be given the option of continuing his/her coverage under the district health plan through 24 pay periods by having the applicable employee premium share deducted from his/her final paycheck.
2. In the event that the continuation of health coverage during the summer months is not possible and the teacher opts to continue his/her coverage through COBRA, the Board shall, in the teacher's final pay check, pay the teacher an additional amount equal to its share of the premium costs. This amount shall be prorated to reflect the number of days/months that insurance coverage continues for the summer months.

Board of Education
West Chicago Elementary
School District #33

Elementary Teachers' Association of
West Chicago

By: _____
Its President

By: _____
Its President

Date: _____

Date: _____

Memorandum of Understanding Regarding Parental Involvement Committee

Between the District 33 Board of Education

and

Elementary Teachers Association of West Chicago

Whereas:

Research consistently supports the essential role the family plays in children's healthy development and academic success, and,

The data indicate that students at all grade levels do better academic work and have more positive school attitudes, higher aspirations, and other positive behaviors if their parents are knowledgeable, encouraging, and involved in their children's education,

ETAWC and the BOE agree to the following:

1. Within 45 days of the ratification and approval of a successor collective bargaining agreement, or as soon as practicable, a committee will be convened for the purpose of examining barriers to parental involvement and generating ideas on how parental involvement can be increased in each building.
2. The committee will take into consideration the particular circumstances facing each individual building in regard to parental involvement.
3. The committee will consist of five members appointed by the Board, and five members appointed by ETAWC.
4. The committee will meet on a regular basis, and no fewer than two times during each school year.
5. It is understood that any recommendation involving changes to the terms of the collective bargaining agreement will be referred to each party's negotiating team.
6. The committee will make decisions regarding its recommendations by consensus.
7. If/when consensus is reached on a recommendation; the committee will submit that recommendation to the Board and to ETAWC.

Board of Education
West Chicago Elementary
School District #33

Elementary Teachers' Association of
West Chicago

By: _____
Its President

By: _____
Its President

Date: _____

Date: _____